REMARKS

Reconsideration of this application and allowance of the claims is respectfully requested.

A one-month extension of time is requested to respond to the Office Action of January 28, 2004, so that the due date for response will be May 28, 2004. A check for $110.00 is enclosed as the one month extension fee.

The amendment to claim 1 is believed to be clearly supported by the disclosure of this application, as is the amendment to claim 13. Note cancelled original claim 22.

New claims 25 and 26 are also clearly disclosed, in which the pay values are randomly associated with groups (pluralities) of second indicia, for payment when the group is selected. Thus, referring to Fig. 4, if one randomly selects only a single "E", in accordance with claims 24 and 25 there is no prize, but if a pair of "E's" are selected, then a prize may be awarded, but the value of the prize is randomly associated with the selection of the pair or more of "E's". The value of the prize for selecting a group of E's randomly varies from game to game.

The examiner has rejected claim 1 and numerous other claims as unpatentable over U.S. Patent No. 6,089,976 to Schneider et al., in view of U.S. Patent No. 6,174,235 to Walker et al., and further in view of GB Patent No. 2,144,644 to Barrie.

Before going into details about the distinctions of these references, the examiner is urged to consider particularly lines 12-16 in claim 1, and the distinction that is provided by this language.

Also, the examiner is urged to consider claim 25, which is dependent upon claim 1, and its distinction.

The distinctions in question call for the stored program control which is operable to select first and second pay values and to "...to randomly associate the selected first pay value with at least one of the second indicia from a first matching group...and to randomly associate the second pay value with at least one of the second indicia from a second matching group...". Particularly, consider this in light of the limitation of claim 25, in which the pay values are randomly associated <u>with groups of</u> selected second indicia.

In other words, in claim 25, as previously discussed with respect to Fig. 4, the reward comes when a matched group of a plurality of indicia are selected, not just with a single selection of an indicia. For example, if the player manages to select a pair or more of "E's" in Fig. 4, there is a reward, but this reward is randomly associated with the "E's", so that the value of such a matching varies from game to game.

<u>It is this that is missing from all of the prior art</u>. Thus, even if the prior art is considered in combination, this concept is not found.

In support of this, turning to Schneider et al. 6,089,976, indicia are selected for matching in a bonus game, as indicated at Figs. 2, 3, and 4. If one is lucky enough to score a match, shown in Fig. 4 to be a 12 coin match, the award of 12 coins is provided.

Note that although the various indicia are moved around from game to game, <u>the values of the matches remain constant</u>. One must select two 12 coin indicia to win 12 coins. One does not ever win six coins by matching a pair of 12 coin indicia, nor does one win 30 coins from such a match. It is always 12 coins. The value is fixed.

Turning to Walker et al. 6,174,235, here also, there are various elements to be chosen in some of the embodiments shown. The elements are to be matched,

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generally, for a reward to be won, and the various elements are in unknown locations and masked. However, contrary to this invention, the matched elements are of <u>fixed value</u>. There is no teaching in Walker et al. that the same elements in combination have randomly varying values from game to game, as called for in claim 1, as well as method claim 13, and their dependent claims. For example, see in Walker, column 8, lines 46-54 which reads:

> "Thus, the gaming device 10 can predetermine an outcome that corresponds to a predefined outcome (e.g. $10.00 payout). For example, in a slot machine-type game, such as illustrated by Fig. 6, a predefined subset consisting of three instances of the seven element 72 (Fig. 6) may define an outcome comprising one hundred thousand times the amount wagered. In a poker-type game, a predefined subset consisting of four cards of equal rank may define an outcome comprising twenty five times the amount wagered."

Thus, it can be seen that while the indicia location will be unknown and, in many embodiments of Walker et al. are blindly selected by the player, the rewards associated with winning selections of indicia <u>remain constant</u>, and do not vary from game to game, as called for in the claims of this application.

Briefly looking at method claim 13, note the use of "randomly associated" and "randomly associating", relating to such random association of pay values with matching indicia. The deletion from the last line of claim 13 is not intended to exclude the presence of multiplier indicia as in dependent claim 15. However, a multiplier is not required in claim 13 as amended. What is required is the random association of pay values and groups of matching indicia, so that the rewards for matching particular indicia vary from game to game, contrary to anything taught in the cited prior art.

Turning to Barrie, UK 2,144,644 A, here there is no teaching of matching pairs of indicia. One selects a single door in each stage of the game, not a pair of doors.

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Furthermore, it is clear that in Barrie there is no random variation of the value of the indicia. That is to say, you never get money when you select the tiger 46 in the game. And, the lady 60 never eats you when you select her.

Accordingly, those skilled in the art, having Schneider et al., Walker et al., and Barrie in front of them, are not in possession of the teaching found as elements of claims 1 and 13 of this application, in which the value of the pay value selected for matching groups of second indicia is randomly associated, so that it varies from game to game as to each group of selected indicia. That is simply not taught in the cited prior art.

In response to the obligation to include the substance of the interview of 27 April 2004, applicant's attorney agrees with the substance as expressed in the interview summary filed by the examiner. Also, in the interview, applicant's attorney, Mr. Gerstman, was presented with Hamano U.S. Patent No. 4,510,161. This patent discloses an image displaying method in a card game machine. Basically, electronic images of the cards are face down, and the player selects cards to play a game similar to poker.

While indeed awards may be provided for the selection of certain groups of cards, there is no teaching in Hamano of the missing teaching discussed above, which also is missing from the remainder of the prior art. Hamano fails to disclose variable reward values for matches of the symbols, which in this case are playing cards. For example, a flush has a constant, specific value. See, Hamano column 3, lines 27-36. In Hamano, what you get for a flush, or presumably two pair, or three of a kind, is a constant value from game to game per coin wagered. By the invention of this

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application, as claimed, what you get for each of the winning combinations varies in a random manner from game to game.

Thus, it is submitted that those skilled in the art would not be led to the invention of this application from any combination of the four references cited by the examiner and discussed above.

In view of the above, allowance of the claims is respectfully requested.

Respectfully submitted,

SEYFARTH SHAW LLP

Garrettson Ellis
Registration No. 22,792
Attorney for Applicant

SEYFARTH SHAW LLP
55 East Monroe Street, Suite 4200
Chicago, Illinois 60603
(312) 269-8567

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Registered Attorney for Applicant
Date: _May 26, 2004_

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